

Doc. # 5600
ADOPTED
10/14/93

LICENSE AGREEMENT

by and between

BOSTON REDEVELOPMENT AUTHORITY

and

HUMBOLT APARTMENTS LIMITED PARTNERSHIP

This Agreement is made as of the ____ day of _____, 1993, by and between the **BOSTON REDEVELOPMENT AUTHORITY** ("Licensor") and **HUMBOLT APARTMENTS LIMITED PARTNERSHIP** ("Licensee").

A license to occupy the License Area shown in **EXHIBIT A** attached to this Agreement is approved subject to the following terms and conditions:

1. The License Area, a portion of Parcel S-9A located at the rear of 51-57 Humbolt Avenue containing approximately 4,388 square feet, is to be used for the purpose of construction of staging as well as rally of materials and equipment directly related thereto for the purpose of repair and rehabilitation of the buildings owned by the Licensee at 51-57 Humbolt Avenue in the Washington Park Urban Renewal Area.

2. The term of the license shall be for six (6) months from the date hereof subject to automatic extension if rezoning and survey is not completed; however, termination may occur on thirty (30) days' written notice by the Licensor. No obligation on the part of the Licensor direct or indirect is to be construed beyond this temporary license.

3. The License Fee shall be One Dollar (\$1.00), payable upon execution of the License.

4. Licensee agrees to pay, indemnify and save harmless the Licensor from all suits, actions, claims, demands, damages or losses, expenses and costs of every kind and description to which the Licensor may be subject to or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, guests, contractors, subcontractors or any and all other persons or corporations dealing with the Licensee in any way in the occupancy and use of the License Area. At the request of the Licensor, the Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims or demands except as set forth herein.

5. Licensee shall carry for the term of this License comprehensive public liability insurance, insuring the Licensor and Licensee against all claims and demands for personal injury and property damage with respect to the License Area, with limits of Fifty Thousand Dollars (\$50,000) for property damage, One Million Dollars (\$1,000,000) for injury or death to one person, and Two Million Dollars (\$2,000,000) for injury or death to more than one person in a single accident. The Licensor shall be named as an additional insured in all policies for such insurance, and the Licensee shall furnish a certificate of such insurance to the Licensor prior to taking occupancy of the License Area.

6. Licensee shall take possession of the License Area in "as-is" condition on the date of this License Agreement. The Licensee shall not commit or suffer waste or impairment of the License Area.

7. Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, trash, debris or other disposable material will be permitted on the premises.

8. Licensee covenants that it will not occupy or use the License Area, nor allow it to be occupied or used for any purposes other than those for which it is customarily used, nor in any way to occupy or use the property, nor allow it to be occupied or used in other than a proper or fitting manner, nor in a manner contrary to any law of the Commonwealth or to any ordinance or bylaws of the City of Boston.

9. Licensee shall be solely responsible for all maintenance, security, and other services required to keep the License Area in good, safe and attractive condition and repair. All fixtures, effects, equipment and property of any kind of the Licensee, and of all persons claiming through or under Licensee, shall be at the sole risk of Licensee.

10. Licensee agrees to comply with the Special Conditions outlined on the attached sheet entitled "Special Conditions", and further agrees to comply with any other reasonable rules and regulations as the Licenser shall establish from time to time upon notice to Licensee.

11. Failure to pay the License Fee or to comply with the general and special conditions will terminate this agreement

forthwith and Licensee agrees to surrender the premises peacefully and further agrees not to oppose or contest eviction proceedings when notified to vacate or when notified that the Agreement has been terminated.

12. This License may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licensor.

13. No fixtures shall be installed in, and no improvements or alterations made to the License Area without Licensor's written permission. Upon the termination of this License Agreement by expiration of the terms or otherwise, except by conveyance of the area to Licensee, Licensee shall remove from the License Area all of its equipment, supplies, furnishings and other personal property and shall, if directed by Licensor, also remove all fixtures and fixed improvements installed by Licensee and repair any damage caused thereby. Property not so removed shall, at the Licensor's option, become the property of Licensor. Licensee shall leave the License Area in at least as good condition as received at the beginning of the License term.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals below as of the date first above written.

BOSTON REDEVELOPMENT AUTHORITY

By: Paul L. Barrett, Director

**HUMBOLT APARTMENTS LIMITED
PARTNERSHIP**

By: General Partner

APPROVED AS TO FORM:

Ralph F. Cahill
Assistant General Counsel

SPECIAL CONDITIONS

1. Licensee shall pay all charges for permits, fees and insurance connected in conjunction with their occupancy of the License Area.
2. Licensee shall be responsible for all maintenance expenses, including extermination, cleaning to the gutters of the street and the removal of any weeds and growth, trash, debris or junk from the License Area and be responsible for removal of snow and ice from the sidewalks, and maintain it in a safe and clean condition at all times.
3. Licensee shall be responsible for any of their contractor(s), workmen, employees or agents working on or in the License Area for conformance with this License Agreement and for compliance with any laws, codes, rules, regulations or ordinances of any federal, state or municipal board, agency or commission and shall be responsible for obtaining all permits or licenses at their expense.
4. Licensee shall have complete responsibility for compliance with all federal, state and municipal codes and ordinances.
5. Licensee shall neither make any change in, nor erect nor place any building structure or sign (except no trespassing signs) upon the License Area unless the consent of Licensor thereto has first been obtained in writing. Licensee acknowledges that any site improvements of the License Area shall be subject to landscape and design suggestion and review by Licensor's design staff.
6. No stockpiling of spoil, refuse, trash or landfill materials will be permitted or allowed on the License Area and Licensee shall only have their vehicles/equipment on the License Area as specified in Paragraph #1.
7. Licensee must provide and maintain proper insurance coverage in the amount specified in Paragraph #5 of the License Agreement, with the Boston Redevelopment Authority named as additional or co-insured over the term of the License for use of the License Area.
8. Licensee shall not park vehicles on public rights-of-way adjacent to the License Area.
9. Licensee shall permit Licensor or its duly authorized agent

to enter upon the License Area at any time, either to view or inspect the same, or to remove, without being held responsible therefore, any building, structure, sign or any material not approved by Licensor.

10. Licensee acknowledges this is a temporary License and their Occupancy is only for a limited interim use.
11. Licensee assumes all liability, personal and private for any and all motor vehicles in the License Area.
12. There shall be no blasting in the area.
13. Licensee shall assume all costs of security of the License Area, and agrees that when the License Area is not in operation, all garages or entrances must be properly secured.
14. Licensee shall, if the work requires occupancy of a public street or alley, obtain required permits from the City of Boston before proceeding with such work.
15. Licensee shall erect a temporary fence for the purpose of securing the License Area.

MEMORANDUM**OCTOBER 14, 1993**

TO: BOSTON REDEVELOPMENT AUTHORITY AND
PAUL L. BARRETT, DIRECTOR

FROM: THOMAS O'MALLEY, ASSISTANT DIRECTOR FOR
NEIGHBORHOOD HOUSING AND DEVELOPMENT
MARIA FARIA, DEPUTY DIRECTOR

SUBJECT: WASHINGTON PARK URBAN RENEWAL AREA, PROJECT NO. MASS.
R-24: PORTION OF PARCEL S-9A

SUMMARY: This memorandum requests that the Director be authorized to enter into a temporary License Agreement with Humboldt Apartments Limited Partnership for the use of a portion of Parcel S-9A for a temporary construction easement for a period of six (6) months.

Parcel S-9A is located at the rear of 51-57 Humboldt Avenue in the Washington Park Urban Renewal Area, Project No. Mass. R-24. The parcel contains a total of 24,883 square feet of vacant land.

The Boston Redevelopment Authority (BRA) granted final designation to the Humboldt Apartments Limited Partnership (Partnership) as redeveloper of a portion of Parcel S-9A by a Resolution adopted on June 24, 1993. In addition, the BRA granted approval subject to community review of the Partnership's petition to the Zoning Commission of the City of Boston to adopt a Map Amendment to rezone a portion of Parcel S-9A from OS-P to 3F-4000.

The portion of Parcel S-9A which was granted to the Partnership is located at the corner of Humboldt Avenue and Martin Luther King Boulevard and contains approximately 4,388 square feet of vacant land. The plans called for the southeast portion of the parcel to be improved by providing off-street parking and open space for the residents of the abutting properties located at 51-57 Humboldt Avenue. The Partnership is working toward the rezoning of designated portion of Parcel S-9A, prior to conveyance.

The properties located at 51-57 Humboldt Avenue which abut Parcel S-9A are currently being rehabilitated by the Partnership into a total of twenty (20) affordable rental units with commercial on the ground floor. The completion date is November, 1994. In order to continue with the rehabilitation, the Partnership is requesting the use of a portion of Parcel S-9A for a period of six (6) months. There is a need to erect staging and storing construction material and equipment on a portion of Parcel S-9A. Since the buildings are currently under rehabilitation and the Partnership needs access to the site as soon as possible, the Partnership is requesting early entry onto the site, prior to conveyance.

It is, therefore, recommended that Director be authorized to enter into a temporary License Agreement with Humboldt Apartments Limited Partnership for the use of a portion of Parcel S-9A for temporary construction easement for staging and storing construction material and equipment for a period of six (6) months with an option for an additional six (6) months if the rezoning and survey have not been completed.

An appropriate vote follows:

VOTED: That the Director be authorized to enter into a temporary License Agreement with Humboldt Apartments Limited Partnership for the use of a portion of Parcel S-9A consisting of approximately 4,388 square feet for temporary construction easement for staging and storing construction material and equipment for a period of six (6) months with an option for renewal for an additional six (6) months if the rezoning and survey have not been completed. The proposed License area is located on the southeast portion of Parcel S-9A at the corner of corner of Humboldt Avenue and Martin Luther King Boulevard. Said License shall provide that the Licensee shall obtain liability insurance naming the BRA as an additional insured in all policies, in accordance with the BRA's usual form.

MARTIN LUTHER KING BLVD

PARCEL S-9

VULFORD ST

HUMBOLDT AVENUE

